

1 BILL NO. S-86-09- 23

2 SPECIAL ORDINANCE NO. S- 161-86

3 AN ORDINANCE approving Water Contract  
4 86-04, Kirkwood Park, Phase I,  
5 between Bercot, Inc., and the City  
6 of Fort Wayne, Indiana, in connection  
7 with the Board of Public Works  
8 and Safety.

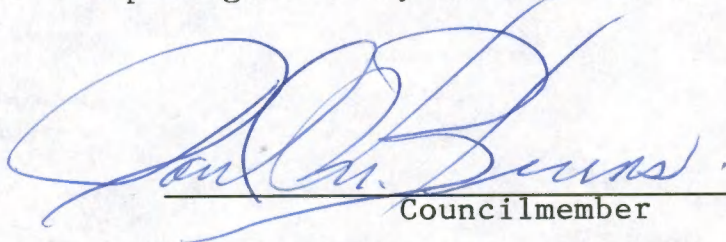
9 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL  
10 OF THE CITY OF FORT WAYNE, INDIANA:

11 SECTION 1. That the Water Contract 86-04, Kirkwood  
12 Park, Phase I, by and between Bercot, Inc. and the City of Fort  
13 Wayne, Indiana, in connection with the Board of Public Works  
14 and Safety, for:

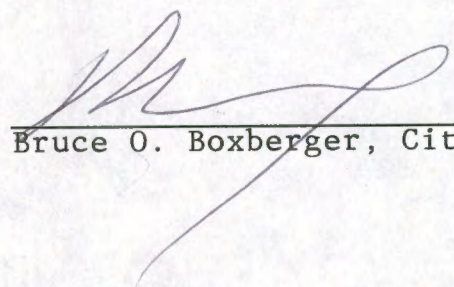
15 installation of ductile iron water  
16 main as follows: 1,800+L.F. of  
17 6" and 685+L.F. of 4" water main  
18 on Kirkwood Drive, and, on Kirkwood  
19 Circle, between Springfield Avenue  
20 and Trier Road;

21 the Contract price is Sixty-Seven Thousand Five Hundred Twenty-  
22 Nine and No/100 Dollars (\$67,529.00), all as more particularly  
23 set forth in said Contract, which is on file in the Office of  
24 the Board of Public Works and Safety and, is by reference incorporated  
25 herein, made a part hereof, and is hereby in all things ratified,  
26 confirmed and approved. Two (2) copies of said Contract are  
27 on file with the Office of the City Clerk and made available  
28 for public inspection, according to law.

29 SECTION 2. That this Ordinance shall be in full force  
30 and effect from and after its passage and any and all necessary  
31 approval by the Mayor.

32   
Councilmember

APPROVED AS TO FORM  
AND LEGALITY

  
Bruce O. Boxberger, City Attorney



Read the first time in full and on motion by Burns  
seconded by Stier, and duly adopted, read the second time  
by title and referred to the Committee City Auditor and the City  
Plan Commission for recommendation) and Public Hearing to be held after  
due legal notice, at the Council Chambers, City-County Building, Fort Wayne  
Indiana, on \_\_\_\_\_, the \_\_\_\_\_ day of  
\_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ .M., E.

DATE: 9-23-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns  
seconded by Stier, and duly adopted, placed on its  
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____	_____
<u>BRADBURY</u>	<u>✓</u>	_____	_____	_____	_____
<u>BURNS</u>	<u>✓</u>	_____	_____	_____	_____
<u>EISBART</u>	<u>✓</u>	_____	_____	_____	_____
<u>GIAQUINTA</u>	<u>✓</u>	_____	_____	_____	_____
<u>HENRY</u>	<u>✓</u>	_____	_____	_____	_____
<u>REDD</u>	<u>✓</u>	_____	_____	_____	_____
<u>SCHMIDT</u>	<u>✓</u>	_____	_____	_____	_____
<u>STIER</u>	<u>✓</u>	_____	_____	_____	_____
<u>TALARICO</u>	<u>✓</u>	_____	_____	_____	_____

DATE: 10-14-86

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort  
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. J-161-86  
on the 14th day of October, 1986,

ATTEST:

(SEAL)

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Samuel J. Talarico  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,  
on the 15th day of October, 1986,  
at the hour of 11:30 o'clock P. .M., E.S.T.

Sandra E. Kennedy  
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of October,  
1986, at the hour of 9<sup>00</sup> o'clock A .M., E.S.T.

Win Moses, Jr.  
WIN MOSES, JR., MAYOR



Invitation For Bids/Award Of Contract\*  
(NON-FEDERALLY ASSISTED Construction)

Page 1 of

PROJECT: KIRKWOOD PARK (PHASE I)

CONTRACT #: 86-04

CONTENTS

Check if Contained	Pages	
X	1	COVER SHEET
X	11 - 19	INSTRUCTION TO BIDDERS
X	S1	SCHEDULE
X	S2-3	SCHEDULE OF ITEMS
X	GP1 - GP7	GENERAL PROVISIONS
		SPECIAL CONDITIONS
X		PLANS AND SPECIFICATIONS
X		DRAWINGS
X	S4	NOTES 1 AND 2
X	SS1-SS2	SUPPLEMENTARY SPECIFICATIONS

ATTACHEMENTS

X	NON-COLLUSION AFFIDAVIT
X	BIDDER'S BOND
X	PERFORMANCE BOND
X	STATE BOARD OF ACCOUNTS FORM 96A
X	CERTIFICATE IN LIEU OF FINANCIAL STATEMENT 96A
X	PREVAILING WAGE SCALE - STATE OF INDIANA
X	PAYMENT BOND
X	WARRANTY BOND
X	CERTIFICATION OF BIDDER/VENDOR
X	CERTIFICATION OF NON-SEGREGATED FACILITIES

DISCOUNT FOR PROMPT PAYMENT (SEE GENERAL PROVISIONS CLAUSE)	10 CALENDAR DAYS	20 CALENDAR DAYS	30 CALENDAR DAYS	OTHER
	____%	____%	____%	____%
ACKNOWLEDGEMENT OF AMENDMENTS	AMENDMENT NO.	DATE	AMENDMENT NO.	DATE

\*\*\*\*\*

BID SUBMITTED

BERCOT, INC.

6015 HUGUENARD ROAD

PORT WAYNE, INDIANA 46608

Contractor: Ann Bercot  
Attest: PRESIDENT  
Date: SEP 10 1986

Bidder agrees to keep bid open for  
acceptance for 90 days  
(unless otherwise specified)

COMPLIANCE: 8R3

ACCEPTANCE OF BID/AWARD OF CONTRACT

CITY OF PORT WAYNE

BOARD OF PUBLIC WORKS AND SAFETY

James H. Hagan  
Robert R. Hagan  
J. D. Tomales

CITY OF PORT WAYNE

MAYOR

AWARD DATE: 9-17-86

C. 2/85

O.W. NON-FED.



# NOTICE TO CONTRACTORS

Notice is hereby given by the Board of Public Works of the City of Fort Wayne, Indiana, that sealed proposals will be received by the Board at its Office in the City-County Building, on Wednesday, September 10, 1986, 9:00 a.m., Eastern Standard Time, for the following:

## WATER CONTRACT NO. 86-04

For the furnishing of all labor, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary to install a ductile iron water main as follows:

1,800± L.F. of 6" and 685± L.F. of 4" water main on Kirkwood Drive, and, on Kirkwood Circle, between Springfield Avenue and Trier Road.

All in accordance with the specifications and Drawing No. Y-10414, Sheets 1 thru 4, prepared by the Water Engineering Department of the City of Fort Wayne, Indiana.

No bid will be accepted from, or Contract awarded to any person, firm or corporation that is in arrears to the City of Fort Wayne, Indiana, upon any debt or Contract, or, who has failed to execute, in whole or in part, in a satisfactory manner, any Contract with the City; or, who is a defaulter as to surety or otherwise, upon any obligation to the City of Fort Wayne, Indiana.

Bidders must obtain copy of said specifications pursuant to submitting their bids, by paying \$20.00 for each set of specs and plans, not refundable, at the Office of the Board of Public Works and Safety, Room 920, City-County Building.

The Board reserves the right to reject any and all bids for failure to comply with applicable laws and/or with the Instructions to Bidders. The Board also reserves the right to waive any defect in any bid.

DAVID J. KIESTER  
COSETTE R. SIMON  
LAWRENCE D. CONSALVOS  
BOARD OF PUBLIC WORKS AND SAFETY

ATTEST: HELEN V. GOCHENOUR, CLERK

PUBLISH: AUGUST 22 and 29, 1986, in BOTH NEWSPAPERS

ep



## "NOTICE TO BIDDERS"

The following documents must be completed, endorsed, and submitted with each bid. Failure to complete all documents will result in your bid being determined incomplete and may be reason for the City of Fort Wayne to disallow your bid:

### Documents required with each bid:

1. MBE/WBE Participation Goal Statement
2. Minority/Female Hourly Utilization Goal
3. Certificate of Non-Segregated Facilities  
(Federally Assisted Projects Only)
4. Non-Collusion Affidavit
5. Bidder's Bond
6. State Board of Accounts Form 96-A or
7. Certificate in Lieu of Financial Statement  
(If Form 96-A has been submitted with previous bids.)



All bids shall include the exact quantities of each item shown on the bidding form for each section of the work, and unless the IFB otherwise states, the total cost of the various sections shall be considered a lump sum bid.

6. Examination of Bids For Responsiveness. After the bids are opened and read, The Board will examine them to determine if they are responsive. In order to be responsive, the bidder must complete all blanks requiring completion, and must submit all information required to be submitted. Any alteration, erasure, or interlineation of the contract or the IFB may cause the bid to be determined non-responsive. Proposals which are unbalanced may also be determined non-responsive.

However, The Board reserves the right to accept any bid, to reject any and all bids, and to waive defects or irregularities on any bid.

7. Determination of Responsibility. Prior to awarding any contract pursuant to this Invitation for Bids, The Board will make a determination of responsibility. An award of a contract to a bidder shall constitute an affirmative determination of responsibility.

In reaching a determination of responsibility, The Board can consider among other factors:

- (a) The Contractor's record of integrity.
- (b) The Contractor's experience and past performance record in construction work.
- (c) The Contractor's financial status.
- (d) The Contractor's capability to perform the project.
- (e) Whether the bidder is in arrears upon or in default of any debt, contract or other obligation to the City of Fort Wayne.
- (f) Whether the bidder is debarred from Federal or City of Fort Wayne contracts.
- (g) The bidders record in MBE/WBE compliance.
- (h) Whether the bidder is engaged in litigation with the City of Fort Wayne.



11. Execution of Additional Bid Documents. In addition to all documents previously mentioned as having to be executed and submitted as part of the bid, each bidder will be required as part of its bid to execute and submit the following documents as specified below:

- (a) Non-Collusion Affidavit
- ☐ (b) Prequalification Statement
- (c)
- (d)
- (e)

12. Brand Name or Equal-Specified Materials or Equal. Where, in the specifications, one or more specified materials, trade names, or articles of certain manufacture are mentioned, it is done for the purpose of establishing a basis of durability and proficiency, and not for the purpose of limiting competition. The bidder can submit other names of materials and, if, the Director of the Board determines that, they are equal in durability and sufficiency to those mentioned and of a design in harmony with the work as outlined, then the bid will be accepted as responsive. However, if the Director of the Board determines that such materials are not equal, then the bid may be rejected as non-responsive. Consequently, bidders are advised to submit any such request for changes or deviations in materials to the Director of The Board prior to submitting bids. Any approval of deviation will be by written amendment to the solicitation and will be submitted to all bidders who have obtained IFBs.

13. Minority Business Enterprise/Women Business Enterprise Requirements.

(CONSTRUCTION)

It is the policy of the City of Fort Wayne that Minority Business Enterprises and Women Business Enterprises should participate to the greatest extent possible consistent with the State Law in Procurement Contracts awarded by the City of Fort Wayne.

In order to fulfill this policy, the City of Fort Wayne has adopted General Ordinance G-16-84 (Chapter 7 of the Code of the City of Fort Wayne) which sets participation goals for procurement contracts of at least 7% for Minority Business Enterprises and at least 2% for Women Business Enterprises. To meet the participation goals, a Minority Business Enterprise may be either a prime contractor, sub-contractor, or a joint venture.



Minority Business Enterprise (MBE) is a business of which at least 51% is owned and controlled by minority group members. ("Minority" means Black, Hispanic, American Indian, Asian, Pacific Islander, and Alaskan Native). The minority owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the minority owners must be real, substantiated and documented.

Women Business Enterprise (WBE) is a business of which at least 51% is owned and controlled by women. The women owners must exercise actual day-to-day management, as well as actively participate in management and policy decisions affecting the business. The contribution of capital, equipment or expertise made by the women owners must be real, substantiated and documented.

The contract for which this proposal/bid is prepared is governed by the MBE/WBE Ordinance. This form must be completed in order to be responsive to this IFB/RFP. If the participation goal of 7% for MBE and 2% for WBE are not met or exceeded in your bid or proposal, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated in determining whether the bidder/offeree is responsible.

A list of possible MBE/WBE contractors/suppliers are on file in the Compliance Office, Room 800, City-County Building, for Contractor review.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO THE MBE/WBE GOALS OF THE CITY FOR WORK DONE PURSUANT TO THIS CONTRACT:

- A. \_\_\_\_\_ The undersigned firm certifies that it is an MBE/WBE Contractor (cross out inapplicable provision).

For MBE specify percentage of minority ownership \_\_\_\_\_%.

For WBE specify percentage of women ownership \_\_\_\_\_%.

- B. \_\_\_\_\_ The undersigned certifies that they are a joint venture in which the following (MBE/WBE) firm \_\_\_\_\_ (cross out inapplicable provision) is a joint venture partner.



The MBE/WBE firm (cross out inapplicable provision) shall have \_\_\_\_\_% participation (employees) \_\_\_\_\_% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm \_\_\_\_\_%. (cross out inapplicable provision)

- C. The undersigned commits 7% of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Metropolitan Inc	St. Wayne IN.	Restoration & Cleanup
2.		
3.		

- D. The undersigned commits 2% of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

Name of Firm	Address	Type of Work
1. Steward	St. Wayne IN.	Truck
2. Rushing, INC.		Rental & Trucking
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

2. We have taken the following steps in an attempt to comply with these participation goals: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

BERCOT, INC.  
6015 HUGUENARD ROAD  
FOR CONTRACTOR ANA 46808

(attach additional sheets as necessary)

By

Steve Burt

Its

PRESIDENT

Contractor

By

Its



14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons:

---

---

---



2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

\_\_\_\_\_

\_\_\_\_\_

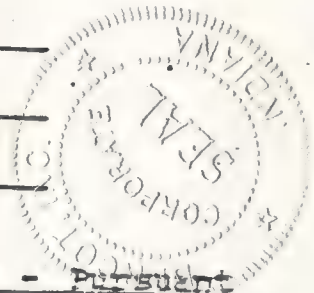
\_\_\_\_\_

(attach additional sheets if necessary)

Contractor BERCOT, INC.  
6075 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46804

By Steve Brest

Its President



15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, commencing at \_\_\_\_\_ o'clock \_\_\_\_\_ M. at the site of the project.

Regardless of whether a site orientation is conducted or not; bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.



☐ 17. Pre-Bid Conference. The Board will hold a prebid conference to familiarize prospective bidders with the terms of the IFB and proposed contract, and to answer any questions. This conference will be held on \_\_\_\_\_ at \_\_\_\_\_  
(date) (time)

\_\_\_\_\_ or at such date, time, and place as The  
(place)  
Board subsequently determines. If the date and time of the prebid conference is not set forth herein, The Board will notify all prospective bidders who have picked up bid packages of the date, time, and place of the conference.

18. Performance Bond. The successful bidder, at the time of signing the contract will be required, at his own expense, to furnish a bond guaranteeing faithful execution of the contract, in full amount of the contract price, executed by the bidder and a surety to be approved by The Board, on the bond form headed by The Board. The Performance Bond shall contain the following clause: "The said Surety, for value received, hereby stipulates and agrees, that no change, extension of time, alteration or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any change, extension of time, alteration or addition to the terms of the contract, or to the work or specification."

19. Additional Bonds. If a bidder is awarded a contract he will also be required to execute with surety, satisfactory to The Board;

- ☒ A. Payment Bond. In the amount of payment to be made under the contract.
- ☒ B. Warranty Bond. In the amount of the contract warranting the contractor's performance of a period of one year after the date of the City's acceptance.

20. Councilmanic Approval and Ratification of Contract. This agreement, although executed on behalf of the Owner by the Mayor and The Board, shall not be binding upon the Owner unless, and until, the contract has been ratified and approved by the Common Council of the City of Fort Wayne, Indiana. And if the Common Council fails to approve the contract within ninety days after the date of bid opening, then the Contractor shall not be bound to the contract unless he/she/it elects to be so bound.

21. Method of Contract Award. The contract resulting from this IFB will be awarded:

- ☒ A. On an all or none basis.
- ☐ B. As follows: \_\_\_\_\_



GENERAL PROVISIONS\*  
Board of Public Works and Safety  
(Non-Federally Funded)

1. Time and Progress. Time is of the essence of this contract. The contractor shall begin promptly after receipt of a written notice to proceed, and in no case later than ten (10) days after such receipt. He/she/it shall prosecute the work in such a manner as to cause no unnecessary delays. The time of beginning, rate of progress and time of completion are all essential elements of this contract.

2. Payment. The Contractor will submit requests for payment on a claim form prescribed by the City, and attach to that claim form, his invoices for the work performed and accepted.

☒ 3. Progress Payments and Retainage. The contractor may submit requests for payments no more often than every thirty (30) days for work performed and accepted under this contract. If the contractor is in compliance with the provisions of this agreement, The Board will make payments for such work performed and completed, provided, however, that in any such case The Board will retain 10 % (ten percent (10%)) if not otherwise specified) of the total amount owing to insure satisfactory completion of the contract. Upon final inspection and acceptance of this contract, the contractor will be paid in full. However, if this contract is in excess of \$100,000, this contract will be subject to an escrow agreement as provided in I.C. 5-16-5.5-1 and the standard Board of Works escrow agreement. When this project is      % (50% if not otherwise specified) complete and the work has been promptly and properly executed, The Board, at its option, can waive or, reduce the retainage requirement.

4. Inspection. The Board, the City Engineers, officials of the Office of Compliance of the City of Fort Wayne, and any other City officials designated by The Board shall have access to the work sites and contractors' records at all reasonable times for inspection of the work performed under and in compliance with this agreement.

Any inspection or failure to inspect by The Board or City does not relieve the contractor of the obligation to comply with all provisions of this agreement.

\*NOTE: Those clauses of the General Provisions with the following box beside it ☐ will be applicable to the contract only if the box has a checkmark or "x" in it. Any question about the applicability of a General Provision should be brought to the attention of The Board.



5. Warranty. The contractor fully warrants his work for one (1) year after acceptance by The Board, and shall remedy at the contractor's own expense, any defects or problems occurring during that one-year period. In addition, The Board and the City shall be furnished with all manufacturer's and supplier's written guaranties and warranties covering materials and equipment furnished under the contract.

6. Termination for Convenience. The Board can terminate this agreement for the convenience of The Board at any time by providing a written notice to the contractor. If the agreement is terminated by The Board pursuant to this clause, the contractor will be paid only for the work performed up to the termination date. In the event of termination pursuant to this clause, all work, including any finished or unfinished documents, data, studies and reports prepared by the contractor pursuant to this agreement shall become the property of The Board of the City of Fort Wayne.

7. Termination for Default. If the contractor shall fail to fulfill its obligations under this agreement in a timely and proper manner, The Board shall have the right to terminate this agreement for default, by written notice. If this agreement is terminated pursuant to this clause, The Board is not required to advance any further payments to the contractor. In the event of termination, all work, including finished or unfinished documents, data, studies, surveys and reports prepared by the contractor shall become The Board's property. Termination pursuant to this clause is not The Board's exclusive remedy and will not prejudice the right of The Board to take any other legal action against the contractor.

8. Changes. The Board may, at any time, by written order, make changes within the general scope of this agreement. If any such change results in an increase or decrease in the cost of performance, time of performance, or any other material provision under this contract, The Board shall make an equitable adjustment in the contract price, time of performance, or other provision. Any claim by the contractor for adjustment under this clause shall be submitted to The Board in writing within thirty (30) days after the issuance of the change order. All such change orders and resultant compensation shall be incorporated as written modifications to this contract. Any dispute as to an equitable adjustment shall be referred to the Director of The Board for his final determination, pursuant to the disputes clause of this contract; provided, however, that the contractor will proceed with the work as changed, even if there is a dispute.



9. Assignability. The contractor shall not assign or transfer any interest in this agreement, including by assignment or novation without the prior written consent of The Board.

10. Sub-contracting. None of the services covered by this agreement shall be sub-contracted or contracted out without the prior written consent of The Board. No subcontracts will be awarded to contractors who have been debarred or suspended from doing work for the City of Fort Wayne or federally-assisted contracts.

11. New Quality Materials. All materials used by the contractor in the performance of this contract will, unless otherwise specified in writing, be new, of a merchantable quality, and in no case less than the quality required by the specifications.

12. Permits and Licenses. The contractor shall secure at his/her/its own expense all permits and licenses necessary to the performance of the contract. Failure to secure a necessary permit or license shall constitute grounds for termination of the contract.

13. Contractor's Insurance. The contractor shall obtain and pay premiums for such public liability insurance, property damage insurance, and workmen's compensation as will fully protect it from claims under the Indiana Workmen's Compensation Act and from any other claims for damages to persons not covered by that Act because of bodily injury, including death which may arise from, or during the performance of the work described in this contract. The City shall be named as an additional insured on each such policy. Proof of all such insurance shall be presented to The Board. The contractor further agrees that it will indemnify and hold The Board and the City of Fort Wayne harmless from any loss, damage, liability, cost or expenses incurred by the contractor, any of its agents, employees and sub-contractors, in the performance of this contract, as well as the failure of the contractor or of any agents, employees, or sub-contractors to comply with any of the provisions of this clause.

14. Contractor's Protection of Work and Safety. The contractor shall obtain adequate protection of all work from possible damage, and shall protect the City's property of all work from possible damage, and shall protect the City's property from injury or damage arising from the work to be done under or by the contractor, its employees, agents and sub-contractors during the construction. He/she/it shall take all reasonable precaution for the safety of the employees on the job and shall comply with all applicable safety laws, building codes and ordinances. The contractor shall properly and fully guard all excavations and dangerous places, and will use all due and proper



precaution to prevent injury to any and all persons and property.

15. Lead Base Paint. The contractor will not apply any lead base paint, and will take all necessary steps to reduce the hazard from lead base paint already on surfaces. Lead base paint is defined as paint containing more than six-one-hundredths of one percent of lead by weight in the total non-volatile content of liquid paint, or in the dried film of paint already applied, and shall include, cracking, scaling, peeling, chipping or loose paint. Any surfaces to be painted shall be treated as necessary. Treatment involves washing, sand, scraping, wire-brushed, or otherwise cleaned so as to remove cracking, scaling, peeling, chipping or loose paint back to sound surfaces, and repainting with two coats of suitable non-lead paint. If paint film integrity cannot be maintained, the surface must be covered.

Lead base paint hazards involve all interior surfaces and those exterior surfaces readily accessible to children under seven (7) years of age, and contractor will take appropriate provisions pending the completion of the contract for the elimination of immediate hazards.

16. Contractor's Clean-up. During construction, and after completion the contractor shall clean up and remove all waste construction materials from the premises and will leave the premises in a clean and sightly condition.

17. Disputes. All disputes which arise under this contract which cannot be resolved between the contractor and the City will be referred in writing to the Director of The Board. The Director of The Board shall make a final decision in writing. The contractor will continue to perform the contract regardless of the decision

18. Prompt Payment Discounts. In connection with any discount offered for prompt payment, time shall be computed from (1) the date of acceptance by the City of performance of the services or deliveries of supplies to the City, or (2) the date the correct claim form and invoice, or voucher is received in the office of the City division awarding the contract, if the latter is later than the date of acceptance of performance or delivery. For the purpose of computing, the discount earned, payment shall be considered to have been made on the date the City check is mailed.

19. Minority Business Enterprise/Women Business Enterprise Compliance (Construction Contract). This contract is governed by General Ordinance G-16-84, Chapter 7 of the code of the City of Fort Wayne, establishing participation goals of seven percent (7%) for Minority Business Enterprises and two percent (2%) for Women Business Enterprises of the total



yearly dollar amount of construction contracts awarded by the City of Fort Wayne. The terms "Minority Business Enterprise" and "Women Business Enterprise" are defined in the Ordinance and in the MBE/WBE Statement of the IFB/RFP. The contractor agrees that in performing this contract it/he/she will meet or exceed the certification of participation set forth in the MBE/WBE Statement in the IFB/RFP. Failure to meet or exceed the smallest of the following: (a) 7% MBE or 2% WBE; or (b) the participation certification, without justifiable excuse, can be grounds for termination of this contract for default and shall be considered in evaluating contractor's responsibility on future contracts. The contractor agrees to cooperate with and provide all documentation requested by the City in monitoring the contractor's compliance. After completing the work called for in the contract, the contractor will submit to the City an accurate certification setting forth the MBE and WBE participation in the contract. Final payment shall not be made until this certification is received.

20. Anti-Discrimination Under Indiana Code 5-16-6-1.  
This contractor agrees as follows:

a. That in the hiring of employees for the performance of work under this contract or any subcontract hereunder, no contractor, or subcontractor, nor any person acting on behalf of such contractor or subcontractor shall, by reason of race, religion, color, sex, national origin or ancestry, discriminate against any resident of the State of Indiana who is qualified and available to perform the work to which the employment relates;

b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, religion, color, sex, national origin or ancestry;

c. That there may be deducted from the amount payable to the contractor by the City of Fort Wayne under this contract, a penalty of five dollars (\$5.00) per person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. That this contract may be cancelled or terminated by the City of Fort Wayne and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this clause.

21. Anti-Discrimination Under the Code of the City of Fort Wayne, Section 15-17. In the performance of work under this contract or any subcontract hereunder, the contractor, subcontractor, and any person acting on behalf of such contractor



or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this contract provision.

The contractor, subcontractor, or any person acting on behalf of such contractor or subcontractor will not retaliate against any person because of good faith, reasonable actions taken to overcome, alleviate, or report discrimination.

Enforcement of this section shall be through order of the City of Fort Wayne in the following manner:

a. Whenever any member of the Division of the City of Fort Wayne awarding this contract, or whenever a Compliance Officer of the City of Fort Wayne has reason to believe that any of the provisions of this clause and of Ordinance Sec. 15-17 have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Metropolitan Human Relations Commission has no jurisdiction shall be investigated by the Compliance Officer of the City.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Compliance Officer of the City of Fort Wayne and to the Division awarding the contract, which may invoke one of the remedies set forth in subsection (c) of this clause. If it is a matter over which the Metropolitan Human Relations Commission does not have jurisdiction, the Division awarding the contract shall conduct a hearing to determine whether there has been a breach of Ordinance Sec. 15-17.

c. If the Division awarding the contract determines that a contractor, subcontractor or any person acting on behalf of such contractor, or subcontractor, has violated the provision or provisions of Ordinance Sec. 15-17, whether discriminating, obstructing, retaliating, or otherwise, the Division awarding this contract may:

(1) Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract the sum of not less than Ten Dollars (\$10.00) per day, nor more than One Thousand Dollars (\$1,000) per day per each violation. Each day upon which the violation exists shall be deemed a separate offense.



(2) The Division of the City awarding this contract may cancel or terminate this contract, and all money due or to become due under the contract may be forfeited for a second or any subsequent violation of Section 15-17.

22. Required Prevailing Wage Scale Payments. The contractor and all subcontractors shall, at minimum, pay the prevailing wage rates for skilled, semi-skilled, and unskilled laborers, workmen, and mechanics, as required by the Indiana Code 5-16-7-1 wage scale attached to this contract. The contractor and all subcontractor on this project shall file a Schedule of Wages to be paid during the contract to laborers, workmen and mechanics prior to performance on the contract. During performance of the contract, the contractor and each subcontractor will meet or exceed his/her/its Schedule of Wages for each position.



SCHEDULE  
Board of Public Works & Safety

The Contractor agrees to furnish at his/her/its own cost all labor, insurance, materials, equipment and power for the complete performance of the following project:

KIRKWOOD PARK (PHASE I) WATER CONTRACT NO. 86-04

1,800± L.F. of 6" and 685± L.F. of 4" water main on Kirkwood Drive, and, on Kirkwood Circle, between Springfield Avenue and Trier Road.

CONTRACT NO. 86-04

All work will be performed in accordance with ~~RESOLUTION NO. ---~~ the IFB, this contract and the applicable plans, specifications and drawings for a TOTAL PRICE OF \$ \_\_\_\_\_. (If unit prices are applicable, the contractor agrees to perform for those unit prices as set forth in the Schedule of Unit Prices attached hereto.)

The work shall be commenced within ten (10) days after the Board issues a written "Notice to Proceed." All work shall be completed within \_\_\_\_\_ days after issuance of the Notice to Proceed. Those days which the contractor cannot work because of severely inclement weather shall not be counted.

☐ Liquidated Damages Provision. (This clause shall be applicable to this contract only if the box contains a checkmark or an "X",) It is hereby agreed by and between the City of Fort Wayne and Contractor that time is of the essence of this agreement and the contractor agrees that it will complete the project as herein defined on or before \_\_\_\_\_ days after issuance of the Notice to Proceed. The parties agree that it is a business and governmental necessity that the project be completed by this date, that it will be difficult or impossible to make an accurate determination of the damages that would be incurred by the City of Fort Wayne, and therefore, provide for liquidated damages in the sum of \$ \_\_\_\_\_ per day for each and every day after \_\_\_\_\_ days after issuance of the Notice to Proceed that the project remains uncompleted. The parties agree that the sum of \$ \_\_\_\_\_ per day is a reasonable estimate as to the damages which would be incurred by the City of Fort Wayne. The parties further agree that causes beyond the control of the contractor may delay the completion date. Therefore, the parties agree that delays in the completion date beyond the control of the contractor shall not result in liquidated damages.

Delays beyond the control of the contractor can include but are not necessarily limited to, the following: Acts of God, strikes, lockouts or industrial disturbances, acts of public enemies, restraining orders of any kind by the government of the United States of America or of the State of Indiana or any of their departments, agencies, or officials, or any civil or military authority, insurrections, riots, landslides, earthquakes, fires, incapacitating storms, floods, and explosions.



## CITY OF FORT WAYNE, INDIANA

## IMPROVEMENT TO FORT WAYNE WATER UTILITY

## SCHEDULE OF UNIT PRICES

KIRKWOOD PARK (PHASE I) WATER CONTRACT NO. 86-04

ITEM	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
1.	1,800± L.F.	6" CL. 50 D.I. WATER MAIN PIPE	18.00	32,400 <sup>00</sup>
2.	700± L.F.	4" CL. 50 D.I. WATER MAIN PIPE	16.00	11,200 <sup>00</sup>
3.	5 EA.	6" VALVES W/BOXES	289.00	1445 <sup>00</sup>
4.	2 EA.	4" VALVES W/BOXES	237.00	474 <sup>00</sup>
5.	1 EA.	6" x 6" CROSS (RESTRAINED)	208.00	208 <sup>00</sup>
6.	2 EA.	6" x 6" TEES (RESTRAINED)	147.00	294 <sup>00</sup>
7.	2 EA.	6" x 4" TEES (RESTRAINED)	134.00	268 <sup>00</sup>
8.	2 EA.	6" x 90° ELLS (RESTRAINED)	100.00	200 <sup>00</sup>
9.	2 EA.	6" x 45° ELLS (RESTRAINED)	92.00	184 <sup>00</sup>
10.	1 EA.	TYPE I FIRE HYDRANT ASSEMBLY	1196.00	1196 <sup>00</sup>
11.	2 EA.	TYPE II FIRE HYDRANT ASSEMBLY	1235.00	2470 <sup>00</sup>
12.	360± L.F.	CONCRETE STREET RESTORATION	28.00	10,080 <sup>00</sup>
13.	180± L.F.	CONCRETE DRIVE RESTORATION	22.00	3960 <sup>00</sup>
14.	2,100± L.F.	GRASS AREA RESTORATION	1.50	3150 <sup>00</sup>
TOTAL BID . . . . .				\$ 67,529 <sup>00</sup>



In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids and to waive any defect in any bid.

IN WITNESS WHEREOF, the bidder (a firm) by its owner(s) named below, hereunto set hand(s) and seal this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

FIRM NAME \_\_\_\_\_

BY: \_\_\_\_\_

IN TESTIMONEY WHEREOF, the bidder (a corporation) has caused this proposal to be signed by its President and Secretary and affixed its corporate seal this \_\_\_\_\_ day of SEP 10 1968, 19\_\_\_\_.

BERCOT, INC.  
6015 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46808

NAME OF CORPORATION \_\_\_\_\_

BY: Stan Bercot  
PRESIDENT

ATTEST:

William Bercot Secretary



NOTE 1:

Use this form, if Cashier's or Certified Check accompanies bid:

Enclosed, herewith, find Cashier's or Certified Check for \$ \_\_\_\_\_

being \_\_\_\_\_ % of the maximum bid herein, made payable to:

THE CITY OF FORT WAYNE, INDIANA

the proceeds, of which, are to remain the absolute property of said City, if

\_\_\_\_\_  
BIDDER

shall not within \_\_\_\_\_ days after Notice of Acceptance of the within bid, enter into a written contract, and secure said contract by a bond, for the full amount of the contract to the approval of the proper officials of said City.

NOTE 2:

Use this form, if Bidder's Bond accompanies bids.

Enclosed herewith, find a Bidder's Bond in an amount equal to ten (10%) per cent of maximum bid herein, subject to the approval of the Board of Public Works and Safety, conditioned as follows:

That if the Board of Public Works and Safety shall award

BERCOT, INC.  
6015 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46808

the contract for said work, and if

\_\_\_\_\_  
BERCOT, INC.  
6015 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46808

shall enter into a contract and furnish a 100% Performance Bond as required within ten (10) days from the date, he/she/it is notified of the acceptance of his/her/its bid, then the obligation of said bond shall be null and void, otherwise, to remain in full force and effect.



SUPPLEMENTARY SPECIFICATIONS

FOR

WATER CONTRACT NO. 86-04 (KIRKWOOD PARK, PHASE I)

- I. Specifications: The "Detailed Specifications and Conditions for the Installation of Transmission and Distribution Mains" of the Fort Wayne Water Utility, latest revision, shall be followed in the construction of this water main, as shown on Drawing No. Y-10414, Sheets 1 thru 4.
- II. Materials: All materials used in the construction of this water main shall conform to the "Water Main and Water Service Materials Standards" approved and adopted by the Board of Public Works of the City of Fort Wayne, Indiana, latest revision.
- III. Miscellaneous: All elevations shown on the plans for the project are at the invert of the pipe unless otherwise noted.
- IV. Backfill Materials: The type of backfill material to be used shall be noted as follows and placed at locations specified on the plans.

Backfill Material Type "A," #53 or #73 material shall meet the gradation as set forth in the Indiana State Highway Department Standard Specifications 1974. Sub-section 903.02 Course Aggregates.

Backfill Material Type "B" shall meet the gradation as set forth in the Indiana State Highway Department Standard Specifications 1974, Sec. 211 Special Fill and Backfill ("B"-Borrow), except that no more than 12 percent or less than 5 percent shall pass the No. 200 sieve (silt or clay).

Backfill Material Type "C" shall be excavated material of acceptable quality, free from rocks, boulders, large or frozen lumps, wood or other extraneous matter.

Where water main crosses road surfaces, or driveways, the trench shall be backfilled with Type "A" backfill material to a point twelve (12) inches from the top of pavement. The top 12 inches of the traveled portion shall be restored to the existing type surface. Contractor to provide and maintain temporary cold patch to all areas where road surfaces have been removed and permanent restoration can't be made immediately.

Bedding: In all above cases, however, the pipe shall be bedded in compacted Type "B" backfill a minimum of four (4) inches below the barrel of the pipe to a minimum of four (4) inches above the top of the pipe.

No additional payment will be made for special backfill or bedding material. Cost of these items is to be reflected in the respective unit prices for pipe fittings, and pavement replacement.

V. Bidding Information: The following information is furnished to clarify any questions, which may arise with respect to materials to be included and labor and equipment involved in the establishment of the respective unit prices.

- A. Items 1 and 2 - to include excavation, disposal of spoil where required, furnishing and placement of Class 50 DI pipe and backfilling with "Type B" Backfill, except where otherwise noted on plans. Vehicular traffic shall be maintained during all periods of construction.
- B. Items 3 thru 9 - to be bid including and furnishing of materials, complete and in place as specified, including valve boxes on valves and the cost of joint restraining materials required to overcome the thrust imposed by the respective items.
- C. Item 10 - (Fire Hydrant Assembly) to include 1 - Tee (size and type as appropriate) 1 - 6" x 18" nipple, 1 - 6" Valve W/Box, 6" x 24" nipple, - one fire hydrant, and, necessary restraining material, complete, and in place.
- D. Item 11 - (Fire Hydrant Assembly) to include 1 - Tee (size and type as appropriate), 1 - 6" self-anchoring elbow, 1 - 6" gate valve with box, 1 - fire hydrant, 6" pipe or nipple as required, and, necessary restraining materials, complete and in place.
- E. Items 12 thru 14 - to be bid including furnishing of materials complete and in place in accordance with City of Fort Wayne Street Engineering and Right-of-Way Permit Department Standards and Specifications and these supplementary specifications contained herein.
- F. Items 3 thru 9 - to be bid using set screw glands for restraining.



NON-COLLUSION AFFIDAVIT

The Bidder, by its Officers and NO OTHERS

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person, whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Steve Berest

Subscribed and sworn to before me by STEVE BEREST  
this \_\_\_\_\_ day of SEP 10 1986, 19\_\_\_\_.

My Commission Expires:

September 4, 1987

Notary Public

NOTARY PUBLIC  
Resident of Allen County, IN

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission Expires:

\_\_\_\_\_

NOTARY PUBLIC  
Resident of \_\_\_\_\_ County, IN

Subscribed and sworn to before me by \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

My Commission expires:

\_\_\_\_\_

NOTARY PUBLIC  
Resident of \_\_\_\_\_ County, IN

# AMERICAN STATES INSURANCE COMPANY

INDIANAPOLIS, INDIANA

## BID OR PROPOSAL BOND

Know all Men by these Presents,

That we, BERCOT, INC.

6015 Huguenard Road

of Fort Wayne, Indiana 46818 (hereinafter called the Principal),  
as Principal, and AMERICAN STATES INSURANCE COMPANY (hereinafter called the  
Surety), as Surety, are held and firmly bound unto

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA

(hereinafter called the Obligee) in the penal sum of TEN PERCENT OF THE AMOUNT BID  
Dollars (\$ ---10%---) for the payment of which the Principal  
and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly  
and severally, firmly by these presents.

SIGNED and SEALED this 10th day of September 19 86.

THE CONDITION OF THIS OBLIGATION IS SUCH, That, whereas the Principal  
has submitted or is about to submit a proposal to the Obligee on a contract for

Water Contract No. 86-04

Kirkwood Park (Phase I)

NOW, THEREFORE, if the said contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the contract in writing, and give bond, if bond be required, with surety acceptable to the Obligee for the faithful performance of the said contract, then this obligation shall be void; otherwise to remain in full force and effect.

BERCOT, INC.

By Dean Bercot Sec'y/Treasurer

AMERICAN STATES INSURANCE COMPANY

By Stanley Huff

Attorney-in-Fact



# American States Insurance Company

## INDIANAPOLIS, INDIANA

KNOW ALL MEN BY THESE PRESENTS, that American States Insurance Company, a Corporation duly organized and existing under the laws of the State of Indiana, and having its principal office in the City of Indianapolis, Indiana, hath made, constituted and appointed, and does by

these presents make, constitute and appoint \_\_\_\_\_

----- H. STANLEY HUFF, JR., DONALD F. CAMPBELL AND JERRY C. WAAK -----

(Jointly or Severally)

of Fort Wayne and State of Indiana  
its true and lawful Attorney(s)-in-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and

deliver any and all bonds, recognizances, contracts of indemnity and other conditional or obligatory undertakings, provided,

however, that the penal sum of any one such instrument executed hereunder shall

not exceed ONE HUNDRED FIFTY THOUSAND AND NO/100 (\$150,000.00) DOLLARS -----

and to bind the Corporation thereby as fully and to the same extent as if such bonds were signed by the President, sealed with the common seal of the Corporation and duly attested by its Secretary, hereby ratifying and confirming all that the said Attorney(s)-in-Fact may do in the premises. This Power of Attorney is executed and may be revoked pursuant to and by authority granted by Section 7.07 of the By-Laws of the American States Insurance Company, which reads as follows:

"The Chairman of the Board, the President or any Vice-President shall have power, by and with the concurrence with the Secretary or any Assistant Secretary of the Corporation, to appoint Resident Vice-Presidents, Resident Assistant Secretaries and Attorneys-in-Fact as the business of the Corporation may require or to authorize any one of such persons to execute, on behalf of the Corporation, any bonds, recognizances, stipulations and undertakings, whether by way of surety or otherwise"

IN WITNESS WHEREOF, American States Insurance Company has caused these presents to be signed by its Vice-President, attested by its

Assistant Secretary and its corporate seal to be hereto affixed this 26th day of June

A. D. 19 86

(SEAL)

ATTEST: [Signature]

Assistant Secretary

STATE OF INDIANA }  
COUNTY OF MARION } SS:

AMERICAN STATES INSURANCE COMPANY

By [Signature]

Assistant Vice-President

On this 26th day of June, A. D., 19 86, before me personally came

Alanson T. Abel

, to me known, who being by me duly sworn, acknowledged the execution of the above instrument and did depose and say: that he is a Vice-President of American States Insurance Company; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors of said Corporation; and that he signed his name thereto under like authority. And said

Alanson T. Abel further said that he is acquainted with Dan W. Guio and knows him to be the Assistant Secretary of said Corporation; and that he executed the above instrument.

MY COMMISSION EXPIRES

February 5, 1989

My Commission Expires

STATE OF INDIANA }  
COUNTY OF MARION } SS:

[Signature]

Notary Public

I, Dan W. Guio, the Assistant Secretary of AMERICAN STATES INSURANCE COMPANY, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney, executed by said AMERICAN STATES INSURANCE COMPANY, which is still in full force and effect.

This Certificate may be signed and sealed by facsimile under and by the authority of Section 8.03 of the By-Laws of AMERICAN STATES INSURANCE COMPANY which reads as follows:

"All policies and other instruments of insurance issued by the Corporation shall be signed on behalf of the Corporation by the president or a vice-president and the secretary or an assistant secretary, whose signatures, if the instrument is duly countersigned by an authorized representative of the Corporation, may be facsimiles. Such signatures and facsimiles thereof shall be authorized and binding upon the Corporation notwithstanding the fact that any such officer shall have ceased to be such officer at the time such policy or other instrument of insurance shall have been actually issued by the Corporation."

In witness whereof, I have hereunto set my hand and affixed the seal of said Corporation, this 10th day of September

A. D., 19 86

(SEAL)

Form 9-1459 (8-80)

[Signature]

Assistant Secretary

TO BE EXECUTED BY BIDDER AND SURETY COMPANY BEFORE DEPOSITING BID

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS:

That, we, \_\_\_\_\_ as principal  
and \_\_\_\_\_  
and \_\_\_\_\_ as sureties,  
are held and firmly bound unto the City of Fort Wayne, Indiana, in the sum of  
\_\_\_\_\_ DOLLARS (\$ \_\_\_\_\_),

to be paid to the said City of Fort Wayne, Indiana, or its successors or assigns,  
for the payment of which, well and truly made, we hereby bind ourselves, our heirs,  
successors, executors and administrators, jointly and severally, firmly by these  
presents.

Signed and sealed at \_\_\_\_\_, this \_\_\_\_\_  
day of \_\_\_\_\_, 19 \_\_\_\_\_.

The condition of this obligation is such that if the accompanying bid or proposal of  
\_\_\_\_\_  
\_\_\_\_\_

made this day to the City of Fort Wayne, State of Indiana, is accepted, and the  
contract awarded to the above bidder, and the bidder shall, within ten (10) days  
after such award is made, enter into a contract with the City of Fort Wayne,  
State of Indiana, for the work bid upon, and give bond as required; then this  
obligation shall be null and void; otherwise, it shall remain in full force and  
effect.

SIGNED at \_\_\_\_\_  
this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_.

\_\_\_\_\_  
PRINCIPAL

\* \_\_\_\_\_  
SURETY

\*If signed by an agent, appropriate Power  
of Attorney shall be attached.



CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Steve Bercot, the \_\_\_\_\_, Name  
PRESIDENT, of BERCOT, INC.  
6015 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46808  
\_\_\_\_\_, Position Company

HEREBY CERTIFY:

1. That the Financial Statement of said Company, dated the 31 day of October, 1985, now on file in the office of the Board of Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by reference incorporated herein and made a part hereof, is a true and correct statement and accurately reflects the financial condition of said Company, as of the date hereof;
2. That I am familiar with the books of said Company, showing its financial condition and am authorized to make this Certificate on its behalf.

DATED: SEP 10 1986

Steve Bercot  
\_\_\_\_\_  
Signature  
PRESIDENT  
\_\_\_\_\_  
Title

SUBSCRIBED AND SWORN to before me, a Notary Public, in and for said County and State, this \_\_\_\_\_ day of SEP 10 1986, 19 \_\_\_\_.

[Signature]  
\_\_\_\_\_  
NOTARY PUBLIC  
A Resident of Allen County, IN

My Commission Expires:

September 4, 1987

CERTIFICATION OF BIDDER/VENDOR

BERCOT, INC.  
6015 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46808

The undersigned, on behalf of \_\_\_\_\_

\_\_\_\_\_, does hereby make the following representations  
to the City of Fort Wayne, Indiana.

WHEREAS, it is acknowledged that the Common Council  
of the City of Fort Wayne, Indiana, has passed an ordinance con-  
demning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons,  
firms or corporations submitting bids to the City, for goods and  
services, certify, as part of the bid, that such entity does not  
support the policies of apartheid in South Africa.

The undersigned states, on behalf of \_\_\_\_\_

\_\_\_\_\_, that \_\_\_\_\_  
does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed  
this \_\_\_\_\_ day of SEP 10 1986, 19\_\_\_\_.

BERCOT, INC.  
6015 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46808  
(Name of Bidder/Vendor)

Steve Bercot President  
(Name and Title of Person Signing)



# CERTIFICATION OF NON-SEGREGATED FACILITIES

Each bidder is required to submit with his bid a fully executed Certificate of Non-Segregated Facilities.

# CERTIFICATION OF NON-SEGREGATED FACILITIES

The bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work area, restrooms and washrooms, restaurant or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise. The bidder agrees that (except where has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in oaths is prescribed in 18 U.S.C. 1001.

Date: SEP 10 1986, 1986

BERCOT, INC.  
6015 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46808

(Name of Bidder)

BY

Official Address (including ZIP code):

Title

BERCOT, INC.  
6015 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46808

It is the policy of \_\_\_\_\_ that  
(Company)

equal employment opportunity be afforded to all qualified persons without regard to race, religion, color, sex, or national origin.

In support of this policy \_\_\_\_\_ will not  
BERCOT, INC.  
6015 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46808  
(Company)

discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin.

The \_\_\_\_\_ will take affirmative action  
BERCOT, INC.  
6015 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46808  
(Company)

to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. Such action will include but not be limited to:

RECRUITMENT, ADVERTISING OR SOLICITATION FOR EMPLOYMENT, HIRING, PLACEMENT, UPGRADING, TRANSFER OR DEMOTION, SELECTION FOR TRAINING INCLUDING APPRENTICESHIP, RATES OF PAY OR OTHER FORMS OF COMPENSATION, LAYOFFS OR TERMINATION.

BERCOT, INC.  
6015 HUGUENARD ROAD  
FORT WAYNE, INDIANA 46808

\_\_\_\_\_  
(Name of Company)

*Steve Bercot* *President*  
\_\_\_\_\_  
(Signature of Company Official)

SEP 10 1986

\_\_\_\_\_  
(Date)



# AMERICAN STATES INSURANCE COMPANY

HOME OFFICE: INDIANAPOLIS, INDIANA

## PERFORMANCE AND PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, That we BERCOT, INC., 6015 Huguenard Road,

Fort Wayne, Indiana 46818, as Principal, (hereinafter called Principal) and AMERICAN STATES INSURANCE COMPANY, an Indiana corporation, with principal offices in Indianapolis, Indiana, as

Surety, (hereinafter called Surety), are held and firmly bound unto

BOARD OF PUBLIC WORKS, CITY OF FORT WAYNE, INDIANA, as Obligee, (here-

inafter called the Obligee) in the amount of SIXTY SEVEN THOUSAND FIVE HUNDRED AND

TWENTY NINE-----Dollars (\$ 67,529.00-----)  
for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns firmly by these presents.

WHEREAS, the Principal did on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, enter into a written contract with said Obligee for \_\_\_\_\_

WATER CONTRACT NO. 86-04, KIRKWOOD PARK (PHASE I)  
which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, That if the Principal shall indemnify the Obligee against any loss or damage directly arising by reason of the failure of the Principal to (a) faithfully perform said contract and (b) pay all just claims for labor and material furnished in the completion of said Contract by persons, firms or corporations having direct contracts with the Principal, then this obligation shall be null and void; otherwise to remain in full force and effect.

This bond is executed and accepted subject to the following conditions:

- (1) That the Obligee shall faithfully and punctually perform all the terms and conditions of said Contract to be performed by the Obligee.
- (2) That the Obligee shall notify the Surety by registered letter, addressed and mailed to it at its Home Office, of any breach of said Contract within a reasonable time after such breach shall have come to the knowledge of the Obligee.
- (3) All suits at law or proceedings in equity to recover on this bond must be instituted within six months after the completion of said contract, and in any event within twelve months from the date fixed in said contract for its completion.

SIGNED, SEALED AND DATED this 18th day of September 19 86

BERCOT, INC.

(Seal)

BY: 

Principal

AMERICAN STATES INSURANCE COMPANY

BY: 

Attorney-in-fact.

TITLE OF ORDINANCE Water Contract 86-04, Kirkwood Park (Phase I)DEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety1-86-09-23

SYNOPSIS OF ORDINANCE The Water Contract 86-04, Kirkwood Park (Phase I) is for in-  
stallation of ductile iron water main as follows: 1,800+ L.F. of 6" and 685+  
L.F. of 4" water main on Kirkwood Drive, and, on Kirkwood Circle, between  
Springfield Avenue & Trier Rd. The Contractor is Bercot, Inc.

EFFECT OF PASSAGE Improvement of water system at above location.

EFFECT OF NON-PASSAGE \_\_\_\_\_

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$67,529.00

ASSIGNED TO COMMITTEE \_\_\_\_\_



BILL NO. S-86-09-23

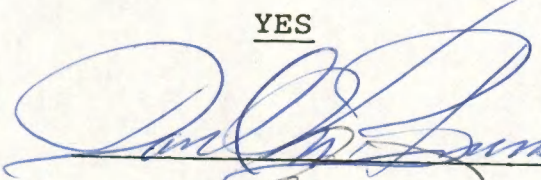
REPORT OF THE COMMITTEE ON CITY UTILITIES

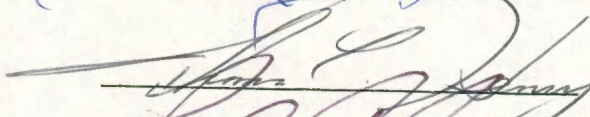
WE, YOUR COMMITTEE ON CITY UTILITIES TO WHOM WAS  
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Water Contract  
86-04, Kirkwood Park, Phase I, between Bercot, Inc., and the City  
of Fort Wayne, Indiana, in connection with the Board of Public  
Works and Safety

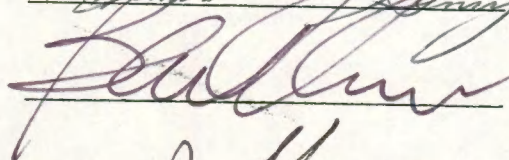
HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG  
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)  
(~~RESOLUTION~~)

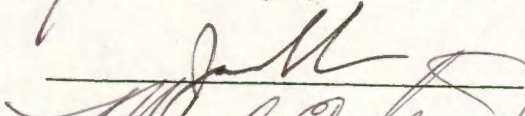
YES

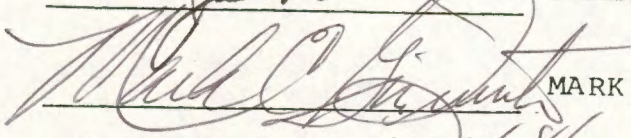
NO

  
PAUL M. BURNS  
CHAIRMAN

  
THOMAS C. HENRY  
VICE CHAIRMAN

  
BEN A. EISBART

  
JAMES S. STIER

  
MARK E. GiaQUINTA

CONCURRED IN 10-24-86

SANDRA E. KENNEDY  
CITY CLERK